

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS

ALL SEASONS SERVICES, INC.,)

Plaintiff,)

v.)

DARRIN SMITH,)

Defendant.)

05 - 11498 RCL

Case No.

RECEIPT # 65620
 AMOUNT \$ 250.00
 SUMMONS ISSUED N/A
 LOCAL RULE 4.1 -
 WAIVER FORM -
 MCF ISSUED -
 BY DPTY. CLK. M.P.
 DATE 7/15/2005

MAGISTRATE JUDGE JGD

DEFENDANT'S NOTICE OF REMOVAL

Defendant, Darrin Smith ("Smith"), by his attorneys, Bond, Schoeneck & King, PLLC, hereby provides notice that he is removing this action for all further proceedings to the United States District Court for the District of Massachusetts, from the Superior Court of Massachusetts, Norfolk County. In support of removal, defendant states as follows:

1. An action was filed on or about May 25, 2005, and is pending in the Superior Court of Massachusetts, Norfolk County, entitled All Seasons Service, Inc. v. Darrin Smith, Civil Action No. 05-00849 (hereafter referred to as the "State Action"). A copy of all process, pleadings, and orders served upon defendant in the State Action are attached hereto as *Exhibit A*.
2. Defendant was served with process on June 15, 2005. No other process, pleadings, or orders have been served on defendant other than those included in *Exhibit A*.
3. Pursuant to 28 U.S.C. § 1441(b), the State Action can properly be removed to this Court. There is complete diversity of citizenship between plaintiff and the defendant, and the amount in controversy exceeds \$75,000, so this Court has original jurisdiction under 28 U.S.C. § 1332.

4. Plaintiff and defendants are citizens of different states. Under 28 U.S.C. § 1332(c), for the purposes for determining diversity of citizenship, a corporation is deemed to be a citizen of the State where it is incorporated and where it has its principle place of business:

(a) Plaintiff is a **Delaware** corporation with its principle place of business in **Massachusetts** (*Exhibit A - Complaint at ¶ 1*); and

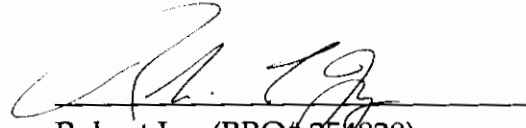
(b) Defendant is a resident of **New York** (*Exhibit A - Complaint at ¶ 2*);

5. Pursuant to 28 U.S.C. § 1446(b), this *Notice of Removal* has been filed within thirty (30) days of the receipt of service of process and the State Action has been pending for less than one year.

6. Plaintiff's Complaint asserts two separate causes of action and each Count of the Complaint seeks compensatory damages arising out of defendant's alleged breach of a non-competition agreement. (*Exhibit A -- Complaint at ¶¶ 16-22*). The Complaint pleads an indeterminate amount of damages. Accordingly, defense counsel inquired whether plaintiff would enter into a binding stipulation that any recoverable damages in the case will be limited to less than \$75,000. (*Exhibit B: 7/1/05 Correspondence to Plaintiff's Counsel*). There was no response and, therefore, Defendant reasonably believes that the amount in controversy exceeds \$75,000. 28 U.S.C. 1332(a).

7. The United States District Court for the District of Massachusetts is the federal jurisdiction that embraces the place where the State Action is pending. 28 U.S.C. § 1446(a).

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Joy', is written over a horizontal line.

Robert Joy (BBO# 254820)
Morgan, Brown & Joy, LLP
200 State Street
Boston, MA 02109
Tel. (617) 523-6666
Fax. (617) 367-3125

Dated: July 14, 2005.

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:-
TORT - MOTOR VEHICLE TORT - CONTRACT -
EQUITABLE RELIEF - OTHER.)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK ss.

SUPERIOR COURT
CIVIL ACTION

NO. 05-00849

All Seasons Services, Inc., Plaintiff(s)

Darrin Smith, Defendant(s)

SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Josiah M. Black,
plaintiff's attorney, whose address is 535 Baylston St. Boston, MA 02116, an answer to the com-
plaint which is herewith served upon you, within 20 days after service of this summons upon you,
exclusive of the day of service. If you fail to do so, judgment by default will be taken against you
for the relief demanded in the complaint. You are also required to file your answer to the com-
plaint in the office of the Clerk of this court at Dedham either before service upon plaintiff's attorney
or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim
any claim which you may have against the plaintiff which arises out of the transaction or occur-
rence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making
such claim in any other action.

SABRINA J. ROUSE, Esquire

WITNESS, SUZANNE V. DELVECCHIO, Esquire, at NORFOLK the 25th

day of MAY, in the year of our Lord two thousand and five

Walter C. Dimity Clerk

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption.
If a separate summons is used for each defendant, each should be addressed to the particular defendant.

PROOF OF SERVICE OF PROCESS

I hereby certify and return that on 6-15, 2005, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5):

Personal

Dated: , 20

N. B. TO PROCESS SERVER:-

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

6-15, 20 05.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION

NO.

All Seasons Services, Inc. Plaintiff

v.

Darren Smith Defendant

SUMMONS

(Mass. R. Civ. P. 4)

MASSACHUSETTS JUDICIAL BRANCH

COMMONWEALTH OF MASSACHUSETTS

Norfolk, s.s.

SUPERIOR COURT

ALL SEASONS SERVICES, INC.,
Plaintiff,

v.

DARRIN SMITH,
Defendant.

Civil Action No. _____

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Introduction

1. By this Complaint, Plaintiff, All Seasons Services Inc. ("ASSI" or the "Company") seeks damages and other relief against Defendant Darrin Smith ("Smith"), its former employee, for Smith's violation of the six-month, one hundred-mile non-competition covenant in his Non-Disclosure and Non-Competition Agreement with ASSI, dated February 10, 2000 (hereafter, the "Non-Disclosure and Non-Competition Agreement"); a true and accurate copy is attached as Exhibit A).

As fully set forth below, Smith recently resigned from his employment as a Territory Manager with ASSI, and shortly thereafter commenced employment with American Food & Vending Corp. ("American"), which is a direct competitor with ASSI in the food vending industry. Smith, by the admission of his new employer American, is servicing routes that are directly adjacent and contiguous to the sales routes that he supported in New York during his employment as an ASSI Branch Manager, Depot Manager, and Territory Manager. By his conduct, Smith has flagrantly violated the six-month non-competition covenant in the Non-Disclosure and Non-Competition Agreement and has rebuffed ASSI's repeated attempts to secure his voluntary compliance without resorting to litigation.

PARTIES, JURISDICTION AND VENUE

2. Plaintiff ASSI is a corporation organized under the laws of Delaware and registered to do business in the Commonwealth of Massachusetts. ASSI has a principal place of business at 5 Campanelli Circle, Suite 200, Canton, MA 02021.

3. Defendant Darrin Smith is an individual residing at in North Bay, New York, with a mailing address of P.O. Box 91, North Bay, NY 13123. During his employment as a Branch/Depot/Territory Manager, he had frequent contacts with the Commonwealth of Massachusetts and Norfolk County, including entering into the Non-Disclosure and Non-Competition Agreement with the Company, which was drafted and counter-signed by the Company in Massachusetts. In addition, Smith interacted with ASSI's management team, which was until recently based in Brockton, Massachusetts.

4. This Court has jurisdiction over this matter and has personal jurisdiction over the Defendant, as Smith explicitly assented to the personal jurisdiction of the Massachusetts Courts in the Non-Disclosure and Non-Competition Agreement, which provides that it "shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts" and that "Any action, suit or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts...." Exhibit A, ¶ 11.

5. Venue in this Court is proper because ASSI has its principal place of business in Canton, Norfolk County, Massachusetts.

FACTUAL BACKGROUND

6. Mr. Smith commenced employment with ASSI as a route driver in 1989. In subsequent years, he was promoted to route jumper and then office coffee service manager. In 1996, he was promoted to Depot Manager in Watertown, NY.

7. For the past several years, Mr. Smith worked as a Branch/Depot Manager, in which capacity he was responsible for overseeing ASSI's Potsdam, Watertown, Camden, and Albany Depots as the Territory Manager, which included directing and supervising a number of route salesmen and interacting with key ASSI clients to resolve problems and ensure customer satisfaction as well as frequent trips to meet with ASSI management at the ASSI District office in Canastota, New York.

Good Will and Confidential Information

8. Mr. Smith had extensive contact with ASSI's customers, and he was given access to ASSI's confidential information, including pricing, detailed information on its customers and its marketing efforts and plans (hereafter, the "Confidential Information").

9. To protect its Confidential Information, its competitive edge and its investment in the creation of its goodwill with customers, ASSI takes measures to safeguard its Confidential Information and proprietary documents. More specifically, it requires certain of its employees, as part of their offer of employment, to review and sign an employment agreement containing covenants of confidentiality, non-disclosure, non-solicitation, and non-competition. In addition to the foregoing, ASSI takes other steps to protect its Confidential Information and customer goodwill, including: (i) restricting access to confidential information; and (ii) protecting with passwords and restricting access to the Company's computer network.

Smith's Non-Disclosure and Non-Competition Agreement

10. In exchange for a grant of ASSI stock options and other consideration, Mr. Smith executed a Non-Disclosure and Non-Competition Agreement ("NDA") with ASSI, dated February 10, 2000. (Exhibit A) The Non-Disclosure and Non-Competition Agreement contains various obligations, including covenants of confidentiality, non-disclosure, and non-competition.

11. Specifically, Mr. Smith agreed as follows:

During the period of my employment by the Company and for a period of six (6) months after any termination of my employment with the Company for any reason, I will not, directly or indirectly, alone or as an employee, partner, officer, director, consultant, agent, independent contractor or stockholder of any company or business organization which is located within 100 miles of any place of business of the Company, engage or participate in any business or activity which is directly or indirectly in competition with the products or services being marketed or sold by the Company, provided, however, that the record or beneficial ownership by me of 3% or less of the outstanding publicly traded capital stock of any such company shall not be deemed to be in violation of this Section 1.

(NDA Exh. A, ¶ 1). The Non-Disclosure and Non-Competition Agreement also contains a covenant not to solicit ASSI customers or employees for a period of *one year* following the termination of employment, and it contains a confidentiality and non-disclosure covenant. Id., ¶ 2-4.

Smith Resigns

12. On March 13 2005, Mr. Smith announced by e-mail to Tom Mitchell, Jeff Curtis, Sandy Niles, Bob Holdrege, and Mark Bruno that he was resigning from his employment with ASSI, effective March 25, 2005. On March 14, 2005, Mr. Smith told his supervisor that after the two week notice period he planned to commence immediate employment with ASSI's direct competitor American. He was advised at that time that ASSI would consider employment with American to be a breach of the non-competition covenant in the Employment Agreement, and

based on Mr. Smith's intent to work for a competitor, ASSI management decided to terminate Mr. Smith's employment effective March 14, 2005.

Smith Breaches His Covenants

13. Upon information and belief, Mr. Smith commenced employment with American immediately following his departure from ASSI.

14. ASSI made various attempts to dissuade Smith from violating his covenants to ASSI, including by having its undersigned counsel send letters to both Smith and American advising them of its position and requesting various written assurances in the hopes of avoiding litigation.

15. In response, neither Smith nor American agreed to limit Smith's employment in any regard. To the contrary, American informed ASSI that it intended to continue employing Smith in a capacity where he would be supporting sales routes in New York that are immediately adjacent to the very sales routes that Smith supported during his employment as an ASSI Branch Manager. Mr. Smith did not respond at all to any of ASSI's communications on this matter. Moreover, on information and belief, Smith has made statements that he fully intends to "go after" ASSI's customers after six months of employment, even though his NDA prohibits solicitation of customers for a one-year period.

COUNT I - BREACH OF CONTRACT

16. ASSI repeats and incorporates by reference the allegations contained in Paragraphs 1 - 16 of this Complaint.

17. ASSI has performed all of its obligations to Smith in connection with the Non-Disclosure and Non-Competition Agreement.

18. By engaging in the conduct described above, including, without limitation, commencing employment with an ASSI competitor within six months of his resignation from ASSI and within 100 miles of the branch location at which he worked during his ASSI employment, Smith has breached his contractual obligations under the Non-Disclosure and Non-Competition Agreement.

19. As a result of Smith's breach, ASSI has and continues to suffer damages.

COUNT II
**(Misappropriation of ASSI's Confidential
Information and Trade Secrets)**

20. ASSI repeats and re-alleges the allegations in paragraphs 1 through 19 of this Complaint.

21. By engaging in the conduct described above, including by relying on his knowledge of the identity, preferences and revenue history of ASSI's customers, Smith has violated his common law obligations owed to ASSI.

22. Smith conduct is willful, intentional, non-privileged, oppressive, fraudulent and malicious, and has caused and is causing monetary damages to ASSI.

PRAYER FOR RELIEF

WHEREFORE, ASSI respectfully requests that this Court:

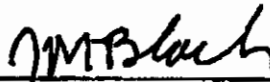
- (1) Award ASSI compensatory damages;
- (2) Issue an injunction prohibiting Smith from:
 - (a) Working for American or any other competitor for a period of six months following the entry of the Order;
 - (b) Engaging, directly or indirectly, in the provision or sale of any food vending products or services for a period of six months following the entry of the Order;

- (c) Contacting or communicating with any ASSI customer for a period of one year following the entry of the Order;
 - (d) For a period of one year following the entry of the Order, soliciting any ASSI employee or seeking to induce such an employee to terminate his or her relationship with ASSI; and
 - (e) Using or disclosing to anyone ASSI's confidential information, including but not limited to the identity, preferences, and revenue history of its customers.
- (3) Order such other relief as is fair and just.

Respectfully submitted,

ALL SEASONS SERVICES, INC.,

By its attorneys,



Kenneth M. Bello, BBO# 036630
Josiah M. Black, # 632690
Bello Black & Welsh LLP
535 Boylston Street, Suite 1102
Boston, Massachusetts 02116
(617) 247-4100

DATED: May 15, 2005

BB Doc 03009845



BOND, SCHOENECK & KING, PLLC
ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

Via Facsimile & US Mail

July 1, 2005

Josiah M. Black, Esq.
Bello Black & Welsh, LLP
535 Boylston Street – Suite 1102
Boston, MA 02116
Tel. (617) 247-4100
Fax. (617) 247-4125

Re: All Seasons Services, Inc. v. Smith, Case No. 05-00849

Dear Mr. Black:

This letter confirms that we have agreed to an extension of time for defendant to answer or otherwise plead until some time after plaintiff decides whether to enter into a binding stipulation that any recoverable damages in the case will be limited to less than \$75,000. Of course, please call me with any questions or comments.

Sincerely,

Patrick V. Melfi

Cc: B. Joy

*** TX REPORT ***

PVM

TRANSMISSION OK

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BOND, SCHOENECK & KING, PLLC
ATTORNEYS AT LAW • NEW YORK FLORIDA KANSAS

FAX COVER SHEET

NAME: Josiah M. Black, Esq.
FIRM: Bello Black & Welsh, LLP

FAX: 617-247-4125

PHONE: 617-247-4100

MATTER: 000000-2152

DATE: July 1, 2005

FROM: Patrick V. Melfi, Esq.

DIRECT PHONE: 315-218-8632

TOTAL: [Number of pages including cover sheet]: 2

COMMENTS:

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS

ALL SEASONS SERVICES, INC.,)

Plaintiff,)

v.)

DARRIN SMITH,)

Defendant.)

Case No.

05 - 11498 RCL

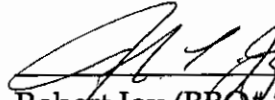
NOTICE TO COUNSEL
OF REMOVAL OF ACTION TO FEDERAL COURT

TO: Josiah M. Black, Esq.
Bello Black & Welsh, LLP
535 Boylston Street – Suite 1102
Boston, MA 02116

PLEASE TAKE NOTICE that Defendant Darrin Smith (“Defendant”) has on the 14th day of July 2005 filed in the Superior Court of the Commonwealth of Massachusetts, Norfolk County, its Notice of Removal of the above-styled action from the Superior Court Department of the Commonwealth of Massachusetts, Norfolk County (a copy of said Notice is attached hereto as *Exhibit A*) to the United States District Court for the Commonwealth of Massachusetts, together with copies of the Complaint filed by the Plaintiff in the Superior Court of the Commonwealth of Massachusetts, Norfolk County.

You are advised that said Defendant, upon filing said Notice, filed a Notice of Removal to the Federal Court with the Clerk, Superior Court of the Commonwealth of Massachusetts, Norfolk County. Such action has effected the removal of this action to the United States District Court for the District of Massachusetts, in accordance with the provisions of 28 U.S.C. §§ 1441 and 1446, and no further proceedings may be had in this state court action.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Joy', is written over a horizontal line.

Robert Joy (BBO# 254820)
Morgan, Brown & Joy, LLP
200 State Street
Boston, MA 02109
Tel. (617) 523-6666
Fax. (617) 367-3125

Dated: July 14, 2005.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) All Seasons Services, Inc. v. Darrin Smith
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).
- ☐ I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- ☐ II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950. *Also complete AO 120 or AO 121 for patent, trademark or copyright cases
- ☒ III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- ☐ IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- ☐ V. 150, 152, 153.
3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.
4. Has a prior action between the same parties and based on the same claim ever been filed in this court?
- YES ☐ NO ☒
5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)
- YES ☐ NO ☒
- If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?
- YES ☐ NO ☐
6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?
- YES ☐ NO ☒
7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
- YES ☒ NO ☐
- A. If yes, in which division do all of the non-governmental parties reside?
- Eastern Division ☒ Central Division ☐ Western Division ☐
- B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
- Eastern Division ☐ Central Division ☐ Western Division ☐
8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)
- YES ☐ NO ☒
- (PLEASE TYPE OR PRINT)
- ATTORNEY'S NAME Robert P. Joy
- ADDRESS Morgan, Brown & Joy LLP, 200 State Street, Boston, MA 02109
- TELEPHONE NO. (617) 523-6666

05-11498 RCL

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

All Seasons Services, Inc.

(b) County of Residence of First Listed Plaintiff Norfolk, MA
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorney's (Firm Name, Address, and Telephone Number) Josiah M. Black
Bello, Black & Welsh LLP, Suite 1102
535 Boylston Street, Boston, MA 02116
(617) 247-4100

DEFENDANTS

Darrin Smith

County of Residence of First Listed Defendant New York
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known) Robert P. Joy (617) 523-6666
Morgan, Brown & Joy LLP
200 State Street, 11th Floor
Boston, MA 02109

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4
- Citizen of Another State ☐ 2 ☐ 2 Incorporated or Principal Place of Business in Another State ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | | |

V. ORIGIN

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

Brief description of cause: Allegation of violation of non-compete and non-disclosure agreement

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

7/14/05

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____